RESTRAINTS OF TRADE — CONTRACTS NOT TO DEAL WITH COMPETITORS — THE CLAYTON ACT. — The defendant manufacturing company, controlling 95% of the shoe machinery business of the country, leased its machines subject to various restrictive covenants: *e.g.*, the lessee was forbidden to use the defendant's machines on shoes upon which other operations were performed by machines of defendant's competitors; and the lessee was required to buy all supplies from the defendant, to pay royalties on shoes made with machines not owned by the defendant, etc. The District Court enjoined the use of the leases, holding them illegal under the Clayton Act. (38 STAT. AT L. 731, § 3). *Held*, that the decree be affirmed. *United Shoe Machinery Corp.* v. *United States*, 42 Sup. Ct. Rep. 363.

The plaintiff, a manufacturer of patterns for garments, contracted to supply the defendant, a retail merchant. The defendant agreed not to sell during the term of the lease patterns made by competitors of the plaintiff. The plaintiff seeks to enjoin a breach of this promise. The plaintiff controlled 40% of the pattern agencies in the country. The District Court dismissed the bill as stating a contract illegal under the Clayton Act. (38 STAT. AT L. 731, §3). *Held*, that the decree be affirmed. *Standard Fashion Co.* v. *Magrane-Houston Co.*, 42 Sup. Ct. Rep. 360.

For a discussion of the principles involved, see NOTES, *supra*, p. 86.

SALES — STATUTE OF FRAUDS — GOODS TO BE MANUFACTURED BY A THIRD PARTY FOR THE BUYER AT THE ORDER OF THE SELLER. — The plaintiff contracted to sell the defendant certain styles of shoes which were to be manufactured by a third party at the order of the seller, and which were not suitable for sale to others in the usual course of the seller's business. There was no writing sufficient to take the transaction out of the statute of frauds. The seller delivered the shoes to the buyer who refused to receive them. *Held*, that judgment be entered for the defendant. *Atlas Shoe Co.* v. *Rosenthal*, 136 N. E. 107 (Mass.).

At common law, the Massachusetts rule, supported by the weight of authority in this country, was that a contract for the delivery of goods above a certain value was a contract of sale within the statute of frauds unless the goods were to be manufactured by the seller for the buyer and were not suitable for sale to others in the ordinary course of the seller's business. *Mixer* v. *Howarth*, 21 Pick. (Mass.) 205; *Goddard* v. *Binney*, 115 Mass. 450. See WILLISTON, SALES, § 55. If, however, the goods were to be manufactured by another for the buyer at the order of the seller, it was a contract of sale within the statute of frauds. *Smalley* v. *Hamblin*, 170 Mass. 380, 49 N. E. 626; *Millar* v. *Fitzgibbons*, 9 Daly (N. Y.) 505; *Edwards* v. *Grand Trunk R. R.*, 48 Me. 379. But there was a considerable body of authority holding that where the goods which the seller procured to be manufactured for the buyer were not vendible in the general market, the transaction did not come within the statute. *Bird* v. *Muhlinbrink*, 1 Rich. Law (S. C.) 199; *Abbott* v. *Gilchrist*, 38 Me. 260; *Forsyth* v. *Mann*, 68 Vt. 116, 34 Atl. 481; *Morse* v. *Canaswacta Knitting Co.*, 154 App. Div. 351, 139 N. Y. Supp. 634. In states which have adopted the provision of the Uniform Sales Act there should be no further confusion on this point. See UNIFORM SALES ACT § 4. The Sales Act embodies the Massachusetts rule. The words "by the seller" are clear and unambiguous. *Eagle Paper Box Co.* v. *Gatti-McQuade Co.*, 164 N. Y. Supp. 201. For this reason the present case is indisputably right.

STATUTES — CONSTRUCTION — EFFECT OF TRANSPORTATION ACT OF 1920 ON CONTRACTUAL PERIOD OF LIMITATION. — An interstate shipment of tin, consigned to the defendant in error under a contract incorporating